
CHAPTER 5: RELATIONSHIPS WITH OTHER ORGANIZATIONS (RWO)

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CHAPTER 5: RELATIONSHIPS WITH OTHER ORGANIZATIONS

1. INTRODUCTION

When DOE Federal employees share worksites with other Federal agencies, contractors, or subcontractors, resolving safety and health issues can be confusing. For this reason, clear statements of roles and responsibilities with respect to safety and health requirements compliance issues (and mechanisms for resolving such issues) need to be clearly defined. This chapter describes the types of relationships and written agreements that are necessary to ensure adequate safety and health protection for DOE Federal employees on shared worksites.

Relationships with other organizations are best developed within a framework of openness and mutual trust. Consistent with DOE policy and with concern for national security, managers are urged to be forthcoming, open, and candid in their relationships, negotiations, and discussions with other agencies.

Building open relationships with other agencies and organizations requires a proactive effort. DOE managers should initiate these activities to establish positive relations. The first step is to make a list of the regional, state, and local agencies, officials, and community-based organizations with a direct interest in the DOE facility or program. Representatives from these organizations should be included among the facility's list of stakeholders and should be kept informed of local activities through newsletters, bulletins, meetings, and briefings.

One way to promote open relationships is through cross-membership on safety and health committees. This is especially important when DOE Federal employees share a worksite with non-DOE employees (see Section 4 of this Chapter).

2. WRITTEN AGREEMENTS

Good lines of communication between the affected parties are essential and should be included in agreements between the parties. Such agreements are to outline the respective roles, responsibilities, and authorities of each organization as they relate to the FEOSH program.

DOE Order 440.1 requires Heads of Departmental and Field Elements to "evaluate the need for and direct the development of formal written agreements between organizations on their sites. These agreements, sometimes called host/tenant agreements, should outline the respective roles, responsibilities, and authorities of each organization as they relate to compliance with DOE worker protection requirements and the resolution of cross-cutting worker protection-related issues."

Some common written instruments used at DOE facilities to document and communicate agreements between multiple organizations are a contract, Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), and Intraservice Support Agreement (ISA). These and other documents are usually prepared to identify roles and responsibilities of respective parties in these shared situations.

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Such written agreements may prove useful in demonstrating an adequate OSH program when OSHA conducts an inspection or review of a multi-employer worksite.

3. HOST/TENANT AGREEMENTS

DOE is not always the “landlord” or “host” for the facilities where its Federal employees work. Likewise, DOE is often the landlord to non-DOE “tenants.” The definitions of host and tenant can be extended to include other relationships between employers who have shared interest and responsibility for the safety and health of workers. Though the nature and extent of such host/tenant relationships can vary greatly from situation to situation, the need for a firmly established agreement between affected parties regarding OSH program requirements is essential.

As the DOE mission changes, relationships with a greater variety of non-DOE workers are expected. As a result, roles and responsibilities for protecting the safety and health of these workers, complying with DOE OSH program requirements, and resolving OSH-related issues can be confusing.

Agreements, sometimes called host/tenant agreements, must incorporate clear roles and responsibilities statements of DOE OSH program requirements compliance and must establish mechanisms for resolving OSH-related issues.

A number of methods are available to document and communicate agreements between hosts and tenants. Among these are the contract, MOU, and MOA. Generally, it is not necessary or desirable to prepare a stand-alone document to establish the OSH provisions of the host/tenant agreement. Rather, OSH provisions should be incorporated into broader-scoped documents. Where host/tenant agreements exist, but OSH provisions are not included, an addendum to or revision of the existing agreement may be appropriate.

Contract	A contract is a legal and binding obligation between or among parties to do or not do a particular thing.
Memorandum of Understanding	The MOU is a written agreement that broadly states basic understandings, a description of tasks and activities, a listing of responsible parties, and a description of the mechanism for coordinating responsible party activities. An MOU may be an agreement between DOE and other Federal agencies (see Appendix 5-1); local, state, international, tribal, or other Government entities; the private sector; and educational institutions. An MOU is not a binding contract and cannot be used to obligate or commit funds.
Memorandum of Agreement	An MOA is very similar to an MOU, but it further denotes a level of comprehension and concurrence as to the responsibilities of the involved parties. Like an MOU, an MOA is not a binding contract and cannot be used to obligate or commit funds. Appendix 5-2 is an example of an MOA between two separate DOE organizations.

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Developing Agreements

Parties responsible for any aspect of OSH must be involved in developing the agreement. It is important for line management and OSH staff to participate in this process. Involvement from inception ensures concurrence and commitment from the parties who will be responsible for executing the terms of the agreement.

The content of the host/tenant agreement will vary, depending on the formality of the agreement and the degree of documentation required. The depth and detail of OSH elements addressed in the agreement will vary in accordance with the potential safety and health risks of the tenant's activities. Activities that involve relatively low risk to the safety and health of tenant employees and will not impact host employees (such as data management operations) warrant less detailed, specific delineation of OSH requirements than relatively high-risk activities, such as construction operations or hazardous waste remediation.

Most host/tenant agreements will contain several basic elements:

- background, purpose, and authority
- nature of the agreement
- responsibilities
- duration of the agreement
- means to amend or terminate the agreement
- funding mechanism, if appropriate
- statements of work and deliverables, if appropriate
- terms and conditions (may include provisions on organization conflict of interest, security and classification, patents and technical data, etc.)
- contacts for all organizations involved, including line and OSH staff personnel
- administration of the agreement (including periodic review of the agreement by all parties, coordination of public information, etc.)
- effective date (generally the date signed by all parties)

Elements of Agreements

A critical element in the host/tenant agreement is a statement of the host's expectations of the tenant's OSH program content, implementation, and performance. Here, broad statements regarding the host's expectations of the tenant's full compliance with DOE standards, OSHA standards, and other prescribed standards pertinent to the work being performed are appropriate. Other expectations, such as a clear expression of the tenant's management commitment to OSH excellence and a provision of opportunities for, and encouragement and promotion of, meaningful employee involvement in the tenant's OSH program, may also be included.

Depending on the nature of the work to be performed and the potential OSH hazards to which workers may be exposed, specific OSH elements that may be part of the host/tenant agreement include:

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- Identification of specific requirements that will significantly impact the work to be performed. In addition to identifying standards, other elements may include requirements for additional written OSH program elements, employee OSH training, medical surveillance, PPE, exposure monitoring, special job/task requirements for operations, such as hoisting and rigging or working at heights, posting of signs and other forms of warning, work permit requirements, accident/incident reporting and recordkeeping, and provision of or access to records, information, and data.
- Delineation of responsibilities for supplying required equipment, materials, services, and support. The agreement should specify which organization is to supply, for example, PPE, OSH training, medical surveillance, exposure monitoring equipment and/or services, laboratory analytical support, site safety and health officer support, other OSH technical assistance, and emergency response support. Arrangements for maintenance of and access to Material Safety Data Sheets (MSDS) at multi-employer worksites should be described.
- Oversight responsibility and authority. The agreement should be reasonably specific regarding the nature, scope and frequency of OSH inspections and evaluations by the host. The work areas, operations, records, information, and data to which the host will have access for oversight purposes and the conditions under which access must be granted (i.e., unannounced inspections) should be identified. Assignment of stop-work authority to the host in the event that a perceived imminent danger to the safety or health of tenant employees is discovered should be defined. Conditions constituting such an imminent danger should be provided, as well as the actions necessary to evoke stop-work authority by the host, reporting requirements, follow-up investigation steps, conditions that must be satisfied to restart work, and who has the authority to restart work.
- Tenant responses to host oversight findings. The host's expectations regarding hazard abatement by the tenant should be defined. Methods for tracking and implementing corrective actions should be described. Accountability for implementation of corrective actions should be identified, as should the penalties for failure to correct and control identified OSH hazards and program deficiencies.
- Interpretation of requirements and conflict resolution. Responsibility and authority for interpretation of OSH requirements and resolution of conflicts must be identified.
- Lines of communication. Host and tenant interfaces necessary to coordinate and ensure the successful implementation of the various aspects of the host/tenant agreement should be identified.

Points to Ponder

- Have host/tenant relationships such as government agency subcontracts, service subcontracts, and non-employee tenants been systematically identified?

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- Have formal host/tenant agreements (contracts, MOUs, or MOAs) been established for all identified relationships?
- Are strict OSH standards imposed on tenants, and are they held accountable for performance against these standards?
- Are tenants evaluated for demonstration of management commitment and employee involvement?
- Are tenant OSH management systems and results routinely evaluated?
- Is a comprehensive tenant oversight system in place that provides feedback to tenants on OSH performance?
- Who provides required PPE when entering tenant or host areas?

4. OTHER FEDERAL AGENCIES

Subpart E of 29 CFR Part 1960 contains additional information concerning relationships with other Federal agencies, such as the General Services Administration (GSA), the National Institute for Occupational Safety and Health (NIOSH), and the Department of Defense (DOD).

GSA is responsible for providing space that meets safety and health requirements and does not contain either serious hazards or serious violations of OSHA standards or approved alternate standards that cannot be abated. The GSA may become involved in, for example, onsite inspections of GSA-provided space or ensuring that tenants maintain proper logs of reports on unsafe or unhealthful conditions.

NIOSH may become involved by assisting in evaluations of DOE safety and health programs, investigations of possible safety and health hazards, and inspections resulting from employee or committee reports of unsafe or unhealthful working conditions.

Other agencies, such as DOD, are required to maintain a product safety program when they procure and/or provide supplies, equipment, devices, and material for their own use or use by other agencies.

See 29 CFR Part 1960 for more details. □

APPENDIX 5-1

United States Government

Department of Energy

memorandum

DATE: September 3, 1992

REPLY TO
ATTN OF: EH-31.1

SUBJECT: Department of Energy (DOE) and Department of Labor (DOL) Memorandum of Understanding (MOU)

TO: Program Secretarial Officers

On August 10, 1992, Secretary Watkins and Secretary of Labor Lynn Martin signed an MOU (attached) to establish an ongoing relationship with DOL designed to strengthen the occupational safety and health (OSH) programs at DOE facilities. This MOU, effective immediately, formalizes one of the Secretary's key initiatives in the area of worker safety.

Specifically, the MOU provides Program Secretarial Officers (PSOs) and the field immediate access to the Occupational Safety and Health Administration's (OSHA) expertise and network of OSH-related technical and scientific information. It also enables DOE to obtain feedback from OSHA on the status and adequacy of the Department's OSH programs. Further, the MOU encourages consistency between DOE and DOL OSH programs and establishes a mechanism for the conduct of joint DOE-DOL programs related to OSH training, model program development and technical assistance.

In 1974, the DOL, through correspondence with the Atomic Energy Commission (AEC), recognized that the AEC had the statutory authority over the occupational safety and health of contractors and employees at DOE Government-Owned or -Leased Contractor-Operated (GOCO) facilities. This MOU reaffirms that authority, and clarifies DOE's jurisdiction over new construction of GOCO facilities and contractor employee allegations of discrimination or reprisal relating to OSH issues. It will help avoid the confusion that DOE experienced in the past regarding DOL jurisdiction at certain DOE GOCO facilities.

Under the provisions of the MOU, when the need for consultative assistance from DOL (OSHA) occurs, DOE may request such assistance, in writing, together with an estimate of the required resources and, if possible, a list of projected activities. Requests that involve a commitment of resources will require a specific Interagency Agreement between the parties, which covers the scope of work, timing and reimbursement.

I encourage you and your field organizations to utilize this MOU to strengthen your respective OSH programs. Under the terms of the MOU, the Office of Safety and Quality Assurance (EH-30) will serve as the liaison between DOE and DOL (OSHA). As such, proposed requests for assistance need to be coordinated through that Office. We believe this cooperative

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agreement will greatly enhance DOE-wide efforts to improve the OSH programs at our facilities.

Specific questions regarding the MOU can be directed to Dennis Lubow (EH-31.1) on (301) 903-2075.



Paul L. Ziemer, Ph.D.
Assistant Secretary
Environment, Safety and Health

Attachment

cc:
DOE Field Office Managers

APPENDIX 5-1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE U.S. DEPARTMENT OF LABOR
AND
THE U.S. DEPARTMENT OF ENERGY

I. Purpose:

The purpose of this agreement is to formalize the working relationship between the U.S. Department of Energy (DOE) and the U.S. Department of Labor (DOL) and to delineate the authority of DOE for occupational safety and health of contractor employees at DOE Government-Owned or -Leased Contractor-Operated (GOCO) facilities. Both parties agree that requests for technical assistance and/or consultation which involve a commitment of resources will require a specific Interagency Agreement between the parties covering the scope of work, timing and reimbursement.

This agreement is consistent with and is entered into under the following statutory authorities: Section 161 (f) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2201 (f)); Section 646 of the Department of Energy Organization Act (42 U.S.C. 7256); the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et. seq.), and the Economy Act, as amended (31 U.S.C. 1535).

Executive Order 12344, enacted into law by P.L. 98-525, establishes the responsibilities of the Director, Naval Nuclear Propulsion Program, (who is also the Deputy Assistant Secretary for Naval Reactors within the DOE) over all facilities and activities which comprise the Program, a joint Department of the Navy-Department of Energy organization. These executive and legislative actions establish that the Director is responsible for all matters pertaining to naval nuclear propulsion, including direction and oversight of environment, safety, and health matters for all program facilities and activities related to the Nuclear Propulsion Program. The provisions of this Memorandum of Understanding do not apply to the Naval Nuclear Propulsion Program.

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II. Background:

The DOE, which was established in 1977 by the Department of Energy Organization Act, is responsible for the coordination and administration of a wide variety of diverse functions related to the Nation's energy and national security needs. This 1977 Act transferred to DOE all of the responsibilities of the Energy Research and Development Administration, the Federal Energy Administration, the Federal Power Commission, the Power Administrations, and functional components of the Department of Housing and Urban Development, the Department of the Navy, the Department of the Interior, and the Interstate Commerce Commission.

The DOL exercises regulatory authority relating to the occupational safety and health of all private sector workers through the Occupational Safety and Health Act of 1970 (OSH Act). Section 4(b)(1) of the OSH Act exempts working conditions of certain non-Federal employees from the provisions of the OSH Act to the extent that other Federal agencies exercise statutory authority to prescribe or enforce occupational safety and health standards or regulations affecting these conditions. DOE is one of these agencies, because DOE, pursuant to its authority under the Atomic Energy Act of 1954, establishes and enforces occupational safety and health standards for the working conditions of contractor employees at its GOCO facilities.

In order to improve DOE occupational safety and health programs at its GOCO facilities, in 1990, DOE asked DOL to utilize the Occupational Safety and Health Administration (OSHA) to conduct an evaluation of DOE's monitoring of contractor occupational safety and health programs. On January 9, 1991, DOL presented to the Secretary of Energy a report which made a number of recommendations designed to strengthen DOE's enforcement, line management and accountability for occupational safety and health programs. In the report, DOL (OSHA) also offered to provide DOE technical assistance and support. On March 20, 1991, in a letter to the Secretary of Labor, the Secretary of Energy accepted DOL's offer of assistance and requested that a Memorandum of Understanding (MOU) be drafted between the two Departments.

III. Approach:

While both parties intend that the agreement be reciprocal, that is, technical assistance may flow from either party to the other, DOE recognizes that from time to time it may need consultative assistance from DOL (OSHA). When this occurs, DOE would request such technical assistance in writing, together with an estimate of the resources that will be required. Where possible, DOE will develop a list of projected activities. To the extent priorities and resources permit, and assuming that DOE reimburses DOL (OSHA) for its costs, DOL (OSHA) will respond to the DOE request, and vice versa. Both parties agree that requests involving a commitment of resources will require a specific Interagency Agreement. The Interagency Agreement will list

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requests and resources required to address the request. Nothing in this agreement will relieve DOE of its responsibility for the safety and health of employees. Any safety and health program documentation developed with OSHA input remains the sole responsibility of DOE.

IV. Scope:

- A. Training Support: The parties agree that, where practical, they will collaborate on mutually beneficial occupational safety and health training programs and that they will have the opportunity to attend and participate in each other's training courses and on-the-job training. Where feasible, and if resources are available, DOL (OSHA) will provide technical assistance and consultation to DOE in the establishment of its occupational safety and health training programs.
- B. Information Exchange: The parties agree that, where feasible and where resources permit, they will provide access to each other's technical data, information systems, and libraries. DOL (OSHA) agrees to provide DOE with access to the OSHA Computerized Information System (OCIS) under the terms of a separate agreement.
- C. Program Evaluations: The parties agree that, with mutual consent and where resources permit, DOL (OSHA) will conduct onsite visits to DOE Headquarters, Field Offices, and GOCO facilities for the purpose of making performance type reviews of DOE's occupational safety and health programs for GOCO facilities. This activity will include reviews of DOE and contractor written programs; safety and health inspection programs; and the adequacy of resource, training, and management controls. An Interagency Agreement will be developed when program evaluations are requested. These evaluations, based on criteria in OSHA's Safety and Health Management Guidelines (FR, Vol. 54, No. 16, Thurs., Jan. 26, 1989), will measure DOE's progress in establishing a comprehensive safety and health program for its GOCO facilities. In furtherance of this item, DOE agrees to expedite security clearances for DOL (OSHA) evaluation staff. DOE further agrees to assist DOL (OSHA) in the conduct of these evaluations, to provide right-of-entry without unreasonable delay, and to make the personnel, documents and records available which are necessary to conduct these reviews.
- D. Federal Employees: The parties agree that DOE's Federal employees are covered under Executive Order 12196; that DOE must furnish these employees with a safe and healthful workplace; that DOE must comply with all relevant OSHA standards, including 29 CFR 1960;

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and that, consistent with its responsibilities under the Executive Order, OSHA is authorized to make announced and unannounced inspections and to evaluate or investigate complaints arising from or relating to Federal employees at DOE facilities.

Note: Under the provisions of Executive Order 12196, dated February 26, 1980, all Federal Agencies are required to maintain safe and healthful working conditions for their employees. The Order further requires that agencies must comply with existing OSHA standards.

- E. Consultation: The parties agree to consult with one another with respect to major occupational safety and health program issues. These requests and the resources required to address them will be set forth under a separate Interagency Agreement. Examples of some areas that might be covered include compliance programs, occupational safety and health standards, OSHA regulatory interpretations, program development, variances, reprisal protection programs, OSHA enforcement, workshops, and special projects. For example, in support of DOE's effort in revising its injury and illness recordkeeping and reporting system for its GOCO facilities to be in line with the OSHA/Bureau of Labor Statistics guidelines, DOL (OSHA) could provide technical assistance and consultation to help DOE develop policy guidance and guidance for field audits.
- F. Personnel Exchange: The parties agree to provide opportunities for the temporary interagency reassignment of personnel, wherever it is mutually beneficial. These temporary interagency reassignments, details, and transfers of personnel will be arranged between DOE and DOL (OSHA). For example, DOE may provide DOL (OSHA's Office of Federal Agency-Programs) personnel to perform evaluations of non-DOE Federal agency safety and health programs. Likewise, DOL (OSHA) could provide personnel to assist in special DOE projects, such as hazardous waste management or vehicle safety, at one or more of DOE's Field Offices or GOCO facilities. DOE would fully fund these exchanges of such personnel, subject to the availability of funds, when such exchanges were for the purpose of enhancing DOE's occupational safety and health program.
- G. Jurisdictional Issues: DOE exercises statutory authority under the Atomic Energy Act of 1954, and subsequent Federal laws for the occupational safety and health of contractor employees at its GOCO facilities through legally enforceable provisions requiring contractors to comply with DOE requirements for occupational safety and health. These requirements are contained in DOE orders which require DOE contractors operating GOCO facilities to comply with applicable OSHA standards as well as additional safety and health requirements which DOE has adopted. Section 4(b)(1) of the OSH Act renders the Act inapplicable, as a matter of law, to working conditions of contractor employees at DOE GOCO facilities

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for which DOE exercises its statutory authority, pursuant to the Atomic Energy Act of 1954, to establish and enforce occupational safety and health standards.

The parties agree that with respect to working conditions of contractor employees at listed GOCO facilities, the provisions of the OSH Act do not apply. DOE will furnish DOL (OSHA) with a current list of GOCO facilities for which DOE exercises its statutory authority to establish and enforce occupational safety and health standards. This list will be sent to OSHA's Office of Federal Agency Programs at least semiannually, or more often if necessary.

The parties agree that DOE's statutory authority extends to construction, including new construction of GOCO facilities when placed on the GOCO list provided to DOL.

Further, DOE and DOL (OSHA) acknowledge that DOE also has jurisdiction over allegations by contractor employees of discrimination or reprisal for filing reports of unsafe or unhealthful working conditions, or otherwise participating in occupational safety and health activities, when DOE has jurisdiction over the underlying occupational safety and health condition which gave rise to the alleged discrimination or reprisal. Each party agrees to review all such allegations of discrimination or reprisal received by that agency to determine whether the allegation is properly within the jurisdiction of the recipient agency, and to refer all allegations not properly within the recipient agency's jurisdiction to the other party for appropriate action. In addition, the parties recognize that the procedures contained in 29 CFR Part 24, "Procedures for the Handling of Discrimination Complaints under Federal Employee Protection Statutes," may require DOL to investigate and adjudicate complaints filed by contractor employees at listed GOCO sites in certain situations.

V. Working Arrangements:

- A. Reimbursement: Reimbursement will be addressed in specific interagency agreements.
- B. Interagency Coordination: The DOE Assistant Secretary for Environment, Safety and Health and the DOL Assistant Secretary for Occupational Safety and Health, or their designees, will meet semiannually to review the effectiveness of this document.

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- C. Administration: This agreement will be administered on behalf of DOE by the Office of Safety and Quality Assurance (EH-30) and on behalf of DOL (OSHA) by the Office of Federal Agency Programs (OFAP). Both parties agree that all formal contacts between DOE Federal Offices and contractors and DOL (OSHA) will be routed through these single liaison offices. Also, both parties agree to refer all requests, that were not properly routed, back to the other's respective office. For example, all DOE contractor or Federal office requests to OSHA for standards interpretations will be routed to EH-30. EH-30 will respond to the requests, seeking any necessary assistance from OSHA. OSHA will respond, subject to the resources allocated for this purpose in the Interagency Agreement.

Normal daily working contacts with DOE will be with the office director designated for a specific program, or by other such representative(s) as the parties shall designate by written notice from the EH-30 Office. Administration on behalf of DOL (OSHA) will be through OFAP or by other such representative(s) as shall be designated in writing by DOL (OSHA) to DOE. OFAP and EH-30 will be points of contact for requests for assistance requiring a commitment of resources. However, OSHA's Directorate of Policy will be the point of contact for all 4(b)(1) jurisdictional questions.

- VI. Effective Date, Amendment, and Termination: This agreement shall become effective when signed by both parties. It may be modified or amended by written agreement between the parties. Such amendments shall become part of, and shall be attached to, this agreement. This agreement shall remain effective until terminated by either party upon 30 days written notice to the other, or for a period of five (5) years from the date of signature of the last signing party. At the end of the time period, the parties agree to review the MOU and make a decision on whether to renew/revise and reissue or terminate the MOU.

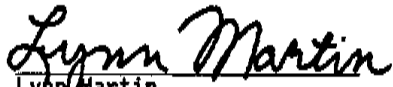
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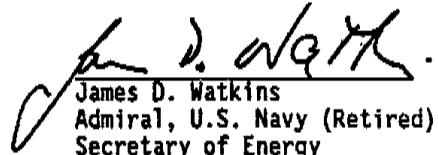
- 7 -

The following signatures constitute acceptance of this agreement by the Department of Energy and the Department of Labor:

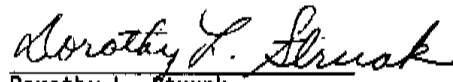
U.S. Department of Labor

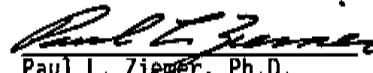
U.S. Department of Energy


Lynn Martin
Secretary of Labor


James D. Watkins
Admiral, U.S. Navy (Retired)
Secretary of Energy

Date: July 29, 1992Date: August 10, 1992


Dorothy L. Strunk
Acting Assistant Secretary
Occupational Safety and Health
Administration


Paul L. Ziemer, Ph.D.
Assistant Secretary
Environment, Safety and
Health

Date: JUL 29 1992Date: 7/20/92

APPENDIX 5-2

**MEMORANDUM OF AGREEMENT (MOA)
BETWEEN
DOE NEVADA OPERATIONS OFFICE
AND THE
YUCCA MOUNTAIN SITE CHARACTERIZATION OFFICE**

UN-207

This agreement is entered into by and between the **DOE NEVADA OPERATIONS OFFICE (DOE/NV)** and the **YUCCA MOUNTAIN SITE CHARACTERIZATION OFFICE (YMSCO)** of the Office of Civilian Radioactive Waste Management (OCRWM), both being elements of the U.S. Department of Energy (USDOE).

I. BACKGROUND

In May 1986, the President of the United States approved Yucca Mountain, Nevada, as one of three candidate sites for a high-level nuclear waste repository pursuant to the Nuclear Waste Policy Act of 1982. The Yucca Mountain site, as described in its May 1986 Environmental Assessment, includes a portion of the USDOE Nevada Test Site (NTS), which is under the control of DOE/NV, as well as small segments of the Nellis Air Force Range and public domain land. In December 1987, pursuant to the Nuclear Waste Policy Amendments Act of 1987, Congress directed the USDOE to characterize only the Yucca Mountain candidate site.

Prior to November 30, 1989, the YMSCO received programmatic policy and direction from OCRWM, with the Manager, DOE/NV, being accountable for the implementation of that direction. On that date, the Under Secretary of Energy approved the establishment of direct-line responsibility between the YMSCO and OCRWM.

II. INTENT OF THE AGREEMENT

Inasmuch as DOE/NV is the USDOE field element which is most proximate to the YMSCO and which exercises control over use of the NTS, the intent of this agreement is to:

- Obtain from DOE/NV certain support necessary for the operation of the YMSCO and the performance of its mission;
- Obtain for the YMSCO the authority to conduct its programmatic activities on the NTS to the extent consistent with USDOE regulations and policies;
- Clarify responsibilities for Yucca Mountain Site Characterization Project (YMP) programs and operations; and

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- Foster coordination and communication between the parties in order to avoid adverse impacts in the performance of their respective missions.

III. AGREEMENT

In this connection, it is understood that:

- The Manager, DOE/NV, and the Project Manager, YMSCO, are jointly responsible for the implementation of this agreement and will issue procedures regarding areas of joint interest;
- Unless otherwise stated herein, the YMP operational activities at the NTS will be conducted in accordance with pertinent (1) federal and (2) state laws and regulations; (3) USDOE Orders and (4) YMP plans and procedures, and in the absence of YMP plans or procedures (5) NTS standard operating procedures. All off-NTS activities will be in accordance with the YMSCO's plans and procedures. In addition, in the absence of OCRWM policies, YMSCO policies, directives, and procedures, programmatic YMP areas for which DOE/NV has oversight responsibility shall be conducted in accordance with DOE/NV Orders.
- YMSCO shall develop and implement their own Federal Employees Occupational Safety and Health Program and will be responsible for their Safety Committee. Where concerns cross organizations, the committee chairs for NV and YMSCO shall communicate the concerns and develop resolutions.
- The Manager, DOE/NV, and the Project Manager, YMSCO, are jointly responsible for interpreting the provisions of this agreement.
- Details of programmatic direction, policy guidance, and operational interfaces will be contained in approved annexes to this agreement, as shown in the Table of Contents (paragraph V, below)
- This agreement establishes a direct line of authority from the YMSCO to the DOE/NV contractors (using established management and procurement procedures) and enhances the use of DOE/NV resources already established until such time as the transition of specified functions is complete. It also ensures coordination of activities which potentially may have an adverse impact on either one or both of the programs. However, the defense and environmental management programs shall have priority use of DOE/NV resources with the exception of common support services reimbursed by YMSCO.

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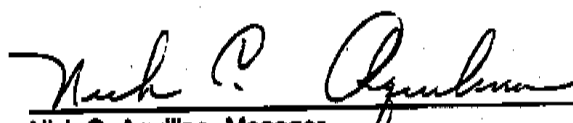
CFO ----- Chief Financial Officer
IRB ----- Internal Review Budget
PACS ----- Planning and Control System

V. TABLE OF CONTENTS

This agreement consists of the following:

- Management Agreement;
- Annex A - "NTS Facilities," three pages;
- Annex B - "Administrative Services," four pages;
- Annex C - "Environmental, Safety, Health, and Quality Assurance," two pages;
- Annex D - "Operations, Security, and Engineering," two pages;
- Annex E - "Legal Services," one page;
- Annex F - "Emergency Management and Occurrence Reporting," one page; and
- Annex G - "Financial Management," three pages
- Annex H - "Radiological Training," two pages

APPROVED:



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DOE/NV-YMSCO MANAGEMENT AGREEMENT - ANNEX C**ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY ASSURANCE SERVICES****1. GENERAL**

Delineation of oversight responsibilities between DOE/NV and YMSCO is as specifically defined for each functional area.

2. ENVIRONMENTAL

- a. The YMSCO will assume technical direction for all aspects of the environmental program associated with the YMP, including all regulatory actions (i.e., filing of permit applications, consultations, etc.) YMSCO environmental program activities will be coordinated with those of DOE/NV. The YMSCO will provide DOE/NV copies of correspondence between regulators and the YMSCO. This is deemed to include the land and facilities permitted for use by the YMSCO in the assigned area. YMP will be financially and technically responsible for any environmental enhancements and/or restoration required solely to support the YMP which would otherwise be considered as adequately restored. YMP will also bear such responsibilities for remediation and/or reclamation occasioned by YMP actions or inactions. For any preexisting facilities, i.e., sewage lagoon, water systems, etc., made available by DOE/NV, the YMSCO shall obtain valid operational and environmental permits, if required. The YMSCO will forward copies of all draft environmental impact statements or environmental assessments involving lands or facilities in assigned area to DOE/NV for review and comment prior to submitting them for publication.
- b. For DOE/NV projects conducted within the assigned YMP area or facilities, DOE/NV environmental requirements protocols, including those for preactivity surveys, or resulting from consultations with the U.S. Fish and Wildlife Service, State Historic Preservation Officer, Biological Opinion Terms and Conditions, and environmental training for field personnel shall apply but shall be coordinated with YMSCO. For YMP projects conducted by DOE/NV personnel, environmental protocols which apply to YMP shall apply. For jointly funded or operated projects where the activity can be clearly identified as being covered, for example, in a DOE/NV YMSCO consultation or Biological Assessment/Opinion, then the protocols applicable to DOE/NV shall apply. When the applicability is unclear, the more stringent requirements shall apply.

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DOE/NV-YMSCO MANAGEMENT AGREEMENT - ANNEX C**3. SAFETY AND HEALTH**

- a. The YMSCO will provide the oversight and technical direction of the Yucca Mountain Site Characterization funded projects and work activities occurring on assigned NTS lands and adjoining lands or facilities. This includes operating employees concern hotline. The safety and health organizations of DOE/NV and YMP will be responsible for coordinating those activities where overlapping authority may reside. DOE/NV agrees to assist the YMSCO safety and health organization as requested.
- b. The guidelines for DOE/NV and YMSCO oversight, and injury/illness reporting of contractor activities are as follows: (1) those contractors that work directly for YMSCO and routinely report to Area 25, shall be the responsibility of the YMSCO; and (2) those contractors that are matrixed to provide a service to the YMSCO from the NTS, but may report to work at the YMSCO periodically, and the organization they report to is not directly working for the YMSCO, are the responsibility of DOE/NV.

This concept is illustrated in the following examples: (1) YMSCO contractor reports to Area 25 daily. The individual is part of the YMSCO establishment for injury/illness reporting and YMSCO provides oversight; (2) a DOE/NV contractor has provided a safety professional to YMSCO to support tunneling activities. The individual reports daily to Area 25 as his/her duty station. This individual is part of the YMSCO establishment for injury/illness reporting and YMSCO provides oversight; (3) a DOE/NV contractor provides medical services at the NTS and through an agreement with YMSCO provides medical support to Area 25. The aid station in Area 25 is manned with individuals from the NTS using a duty roster. This program is under the technical direction of YMSCO per their agreement with the contractor. Individuals working in Area 25 are part of the DOE/NV establishment for injury/illness reporting. DOE/NV provides oversight of the program with assistance from YMSCO.

4. QUALITY ASSURANCE (QA)

The YMSCO will assume technical direction for QA functions for the YMP. The YMSCO will coordinate its actions with DOE/NV insofar as they may affect DOE/NV organizations', including contractors' QA resources.

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DOE/NV-YMSCO MANAGEMENT AGREEMENT - ANNEX H**RADIOLOGICAL TRAINING****1. GENERAL**

The purpose of this agreement is to establish reciprocity between DOE/NV and YMSCO regarding radiological training.

- a. The Radiological Control manual issued by the U.S. Department of Energy Assistant Secretary for Environment, Safety, and Health, dated April 1994, mandates levels and content of radiological training from employees working in select occupations on the Nevada Test Site. DOE/NV employees, M&O contractors, and subcontractors receive their training from the EG&G, Inc., Energy Measurements training office. YMSCO employees, M&O contractors, and subcontractors receive their training from the Science Applications International Corporation training Office. Both training offices use the guidelines, objectives, and training material established as part of the Radiological Control Manual to present their radiological training.

There is currently no mutual recognition and acceptance of radiological training between DOE/NV and YMSCO. Employees who need to perform work for DOE/NV and YMSCO are required to take the same training from both sponsoring training offices.

- b. The training policy encompassed by this agreement is that specified in the Radiological Control manual, to wit:

Maintain signatory proof of attendance.

Maintain copies of past and current training materials.

Maintain proof of performance; i.e., copies of tests, student worksheets, or activity checklists.

Notify the other training organization of any changes to any of the training materials.

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DOE/NV-YMSCO MANAGEMENT AGREEMENT - ANNEX H

Allow representatives of the other training and auditing organization to access the training records to ensure that all respective documentation requirements are being met.

Issue "Certificate of Core Radiological Testing" cards to all personnel who complete the training.

Each organization's site-specific GERT training will be incorporated into the other's lesson plans.

c. Management and Program Guidelines

- (1) It is the responsibility of the provided training organizations to implement the policy of this agreement.
- (2) It is the responsibility of DOE/NV Human Resources Division to direct activities relating to the implementation of this agreement.
- (3) It is line management's responsibility to provide oversight and resources to ensure all aspects of this agreement are being complied with.

d. Administration

In the event of any conflict involving the above stipulations or when new issues arise which impact upon the agreement, the training offices designated to provide the services for DOE/NV and YMSCO will attempt to informally resolve them through negotiation processes. If a satisfactory resolution cannot be achieved, the matter will then be presented in writing to DOE/NV's Training and Development Team, Human Resources Division, and the YMSCO Training Officer for action and resolution.